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BK. 90 641
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KENNETH C. GRIM,
Associate General Counsel
HUDDLE HOUSE, INC.
P.O. Box 906
Scottdale, GA 30079
(404) 377-5700

STATE OF GEORGIA

COUNTY OF DEKALB

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENMENT AGREEMENT

This Agreement, made and entered into this the 01 day of June, 2001, by and between UNION PLANTERS BANK (hereinafter known as "Mortgagee") and HUDDLE HOUSE, INC., a Georgia corporation (hereinafter known as "Optionee"), and RAMS OF HERNANDO, INC. (hereinafter known as "Landlord").

WITNESSETH:

WHEREAS, Landlord and Optionee desire to enter into a Option Agreement covering the real property on the legal description attached hereto as Exhibit "A" and incorporated herein by this reference, the "Premises", to take effect if and only if Optionee exercises its Option with the Landlord to lease or purchase the Premises; and

WHEREAS, Mortgagee holds a security interest in said real property; and

WHEREAS, Optionee will not complete this transaction and subordinate its interest to Mortgagee in the absence of the execution of this Agreement;

NOW THEREFORE, the parties, hereto, for and in consideration of the promises herein contained, the covenants expressed, for the purpose of inducing Optionee to complete its Option Agreement with Landlord, and for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby covenant and agree as follows:

1. DEFINITIONS.

a. "Landlord" as used in this Agreement shall include the Landlord, its heirs, representatives, assigns, and successors in title to Premises.

b. "Optionee" as used in this Agreement shall include Huddle House, Inc., its successors and assigns.

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c. "Tenant" as used in this Agreement shall include the Optionee, its heirs and representatives, and if the lease shall be validly assigned or sublet, shall include successors and assigns of the Tenant.

d. "Landlord" and "Tenant" shall be deemed to include male and female, singular and plural, individuals, corporations, partnership, or other artificial entities, as the context so requires.

e. "Lease" as used in this Agreement shall mean the Lease attached to Option Agreement between Landlord and Optionee to take effect if Optionee exercises its option to lease the Premises.

2. NON-DISTURBANCE. So long as no event of default on the part of the Optionee under the lease shall exist which would entitle Landlord to terminate the lease, or if such an event of default shall exist, so long as Tenant's/Optionee's time to cure same shall not have expired (a) Mortgagee will not at any time join Optionee as a party defendant in any action or proceeding to foreclose the security interest or any extension, renewal, consolidation or replacement of same, unless such joinder is a prerequisite to the institution or prosecution of any such action or proceeding, and (b) the term of the lease shall not be terminated or modified in any respect whatsoever, Tenant's/Optionee's rights of possession to the demised premises and its other rights arising out of the lease will all be fully recognized and protected by Mortgagee and shall not be disturbed, cancelled, terminated or otherwise affected by reason of the security interest or any action or proceeding instituted by Mortgagee to foreclose the security interest or any extension, renewal, consolidation or replacement of the same, irrespective of whether Optionee shall have joined in any such action or proceeding.

3. ATTORNMEN. In the event that Mortgagee takes possession of the Entire Premises, either as the result of foreclosure of the security interest or accepting a deed to the Entire Premises in lieu of foreclosure, or otherwise, or the Entire Premises shall be purchased at such foreclosure by a third party, Optionee shall attorn to Mortgagee or such third party as its landlord under the lease and Mortgagee or such third party will recognize and accept Optionee as its tenant/Optionee thereunder, whereupon, the lease shall continue in full force and effect as direct lease between Mortgagee or such third party and Optionee for the full term thereof, together with all extensions and renewals thereof, and Mortgagee or such third party shall thereafter assume and perform all of landlord's obligations, as landlord under the lease with the same force and effect as if Mortgagee or such third party were originally named therein as Landlord; provided however, that if conflicting claims should be made to the rent payable under the Lease, Optionee shall have the right to institute an interpleader suit for the purpose of determining who is entitled to payment of

such rent and to pay the rent in accordance with the judicial determination rendered in such proceeding.

4. SUBORDINATION. Subject to and upon all the terms and conditions set forth in this Agreement, Optionee hereby subordinates its rights, title and interest by virtue of the Lease to the right, title and interest of Mortgagee by virtue of the security interest and all renewals and extensions thereof.

5. DEFAULT OF LANDLORD TO TENANT. Tenant agrees to concurrently furnish Mortgagee by certified mail with copies of all notices and demands served by Tenant upon Landlord. Tenant further agrees that with respect to any notice of default served upon Landlord, if Landlord shall have failed to cure such default within the time provided for therein, then Mortgagee shall have an additional sixty (60) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such sixty (60) days Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

6. DEFAULT OF LANDLORD TO MORTGAGEE. Landlord agrees that the rent payable under the Lease shall be paid directly by Tenant to Mortgagee upon the occurrence of a default by Landlord under the security deed, deed of trust or mortgage. After notice is given by Mortgagee to Tenant that the rent under the Lease shall be paid to Mortgagee, Tenant shall pay to Mortgagee (or in accordance with the directions of Mortgagee), all rent and other sums then due and thereafter to become due to Landlord under the Lease; subject, however, to the terms of payment under the Lease and to the rights of Tenant under the Lease. Tenant shall have no responsibility to ascertain whether or not such demand by Mortgagee is permitted under the Security Deed. Landlord hereby waives any claim or demand it may now or hereafter have against Tenant by reason of such payment to Mortgagee. Landlord agrees that any payment made to Mortgagee by Tenant pursuant to the terms of this Paragraph shall discharge the obligations of Tenant, under the Lease or otherwise, to make such payment to Landlord.

7. MORTGAGEE AS SUCCESSOR IN INTEREST. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall not be:

- a. liable for any act or omission of Landlord; or
- b. liable for the return of any security deposit; or
- c. subject to any offsets or defenses which Tenant might have against Landlord; or

d. bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord; or

e. bound by any amendment or modification of the Lease made without its consent.

8. CAPTIONS. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

9. NOTICE. If at any time after the execution of this agreement, it shall be required or become necessary or convenient for one of the parties hereto to serve any notice demand or communication upon the party, such notice, demand or communication shall be in writing, signed by the party serving the same, deposited in registered or certified United States Mail, return receipt requested, postage prepaid, or by a reputable commercial overnight carrier that provides a receipt and;

a. if intended for Landlord, shall be addressed to:

RAMS OF HERNANDO, INC.
943 E. Commerce Street
Hernando, MS 38632

b. if intended for Optionee/Tenant shall be addressed to:

HUDDLE HOUSE, INC.
2969 E. Ponce de Leon Ave.
Decatur, Georgia 30030

c. if intended for Mortgagee, shall be addressed to:

UNION PLANTERS BANK
290 Highway 6 West
Batesville, MS 38606

or, to such other addresses as any party may have furnished to the other in writing as a place for service of notice.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with regard to the subordination of the Option and the interest of Optionee thereunder to the lien or charge in favor of Mortgagee pursuant to security deed, deed of trust, mortgage or UCC-1 Financing Statement, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. No failure of any party to exercise any power given such party hereunder, or to insist upon strict compliance by any other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall

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constitute a waiver of such party's right to demand exact compliance with the terms hereof.

11. AMENDMENTS. No term or provision of this Agreement shall be modified or amended except in writing and signed by the party against whom enforcement of any such modification or amendment is sought. This Agreement shall not be modified by the parties without the express written consent of Huddle House, Inc.

12. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

13. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, each individual party hereto has caused his or her hand and seal to be affixed and each corporate, partnership or other legal entity hereto have caused its duly authorized officers, partners, or agents to execute and affix its seal to this instrument on the day and year first above written.

OPTIONAL

HUDDLE HOUSE, INC.,
a Georgia corporation

BY:

Philip Greifeld
PHILIP M. GREIFELD, President

ATTEST: *Claudia Koepfel Levitas*
CLAUDIA KOEPEL LEVITAS, Secretary

{CORPORATE SEAL}

STATE OF GEORGIA

COUNTY OF DEKALB *Clayton*

Personally appeared before me, the undersigned authority in and for the above and foregoing county and state, PHILIP M. GREIFELD, President of HUDDLE HOUSE, INC., who acknowledged on oath that he signed, executed and delivered the above and foregoing Instrument on the date therein contained, having the authority so to do.

Sworn to and subscribed before me this the *8th* day of June, 2001.

My commission expires:

Ruth Cohen
NOTARY PUBLIC

Notary Public, Clayton County, Georgia
My Commission Expires November 15, 2003

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LANDLORD

RAMS OF HERNANDO, INC.,
a Mississippi corporation

BY: Apant
SATISH PAREEK, President

ATTEST: R. Purohit
RAMESH C. PUROHIT, Secretary

{CORPORATE SEAL}

STATE OF GEORGIA

COUNTY OF DEKALB

Personally appeared before me, the undersigned authority in and for the above and foregoing county and state, **SATISH PAREEK**, President of **RAMS OF HERNANDO, INC.**, who acknowledged on oath that he signed, executed and delivered the above and foregoing Instrument on the date therein contained, having the authority so to do.

Sworn to and subscribed before me this the 5th day of **June**, 2001.

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr 15, 2005
~~BONDED TO THE NOTARY PUBLIC WRITERS~~

Julie Appleton
NOTARY PUBLIC



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MORTGAGEE

UNION PLANTERS BANK

BY

David Mayan
President, Batesville, MS

ATTEST:

Julia Abbott

{CORPORATE SEAL}

STATE OF MISSISSIPPI

COUNTY OF

Paralel

Personally appeared before me, the undersigned authority in and for the above and foregoing county and state, David Mayan, President of UNION PLANTERS BANK, who acknowledged on oath that he/she signed, executed and delivered the above and foregoing Instrument on the date therein contained, having the authority so to do.

Sworn to and subscribed before me this the 5th day of June, 2001.

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr 15, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC

Julia Abbott

EXHIBIT "A"

The space shown and designated as "Huddle House" on the Site Plan drawing attached hereto and made a part hereof as Exhibit "A-1", being located on a portion of the following described tract of land:

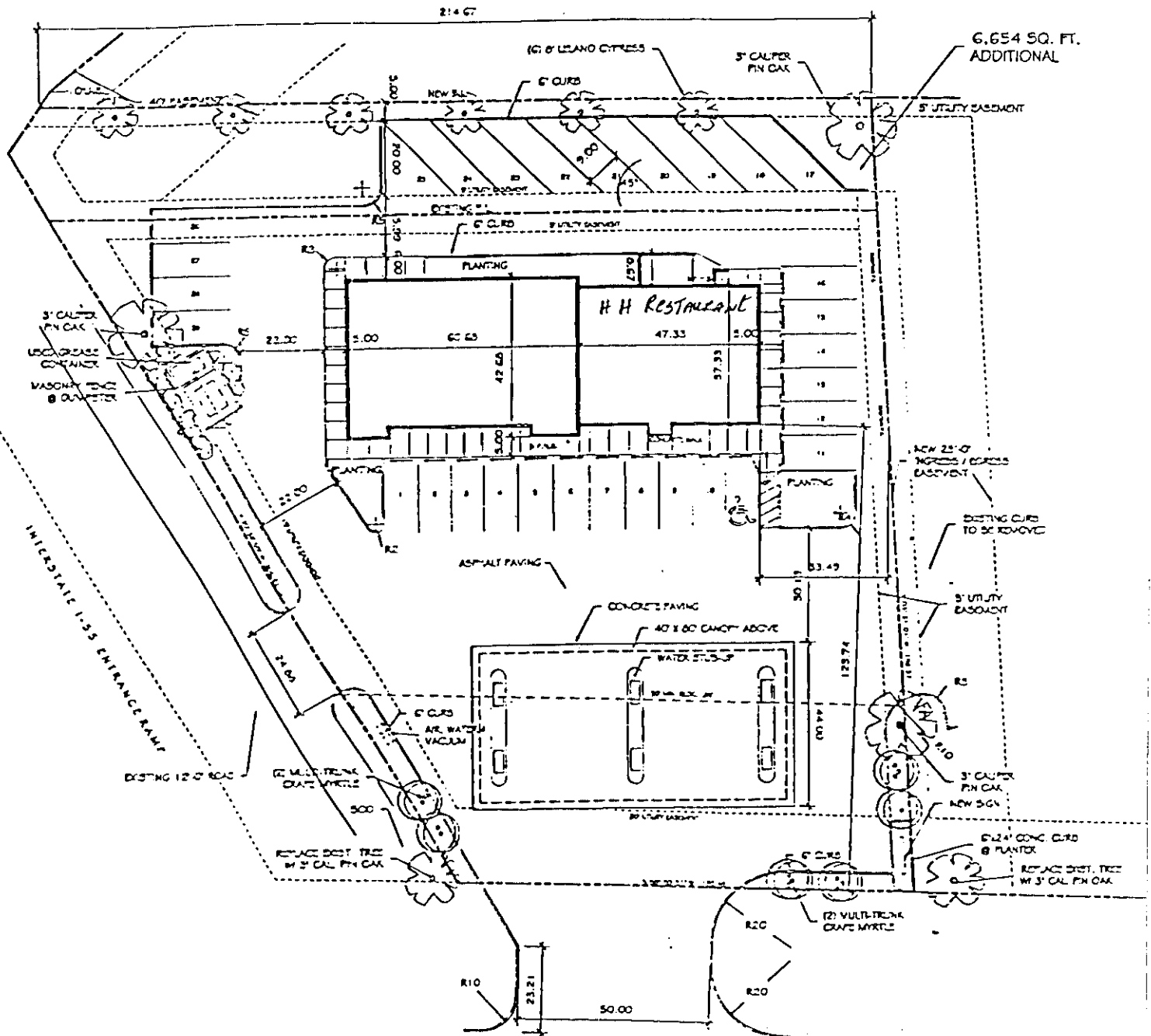
Part of the Northwest Quarter of Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows, to wit:

Commencing at the southeast corner of said quarter section; thence run North $80^{\circ}48'34''$ West a distance of 342.96 feet to the southeast corner of the Harish V. Vishria property, said point being on the north right-of-way line of Holly Springs Street (120.00- feet wide); thence run North $88^{\circ}30'51''$ West a distance of 223.03 feet along said right-of-way line to the POINT OF BEGINNING; thence $88^{\circ}30'51''$ West a distance of 120.48 feet to the southwest corner of said Vishria property; thence run North $30^{\circ}33'05''$ West a distance of 206.21 feet along the west line of said Vishria property to a point; thence run North $89^{\circ}38'53''$ East a distance of 214.08 feet to a point; thence run South $03^{\circ}31'01''$ East a distance of 182.37 feet to the Point of Beginning and containing 30,024 square feet. Bearings are based on true north as determined by solar observation. The above description was written from a plat of survey by Danny S. Rutherford, P.E.L.S., dated April 19, 1999.

INGRESS/EGRESS EASEMENT being described as follows: Beginning at the southwest corner of the above described 30,024 square foot tract; thence run North $88^{\circ}30'51''$ West a distance of 47.19 feet along the north right-of-way line of Holly Springs Street to its intersection with the east right-of-way line of Interstate I-55; thence run North $30^{\circ}33'05''$ West a distance of 181.18 feet along said east right-of-line to a point; thence run North $59^{\circ}26'55''$ East a distance of 40.00 feet to a point on the west line of the Harsih V. Vishria property; thence run South $30^{\circ}33'05''$ East a distance of 206.21 feet along said Vishria west line to the Point of Beginning and containing 7,748 square feet. Bearings are based on true north.

EXHIBIT "A-1"

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SITE PLAN

Scale: 1" = 20'-0"

